

Headquarters
3 Corps (Signals)
PIN - 908503
Care of 99 Army Post Office
Tele No: 03862-249045
Fax No: 03862-249045

PC-56724/Sigs-2/OTDR & BER/2 MDSR/14-15/19

21 Mar 2015

REQUEST FOR PROPOSAL
(HEADQUARTERS 3 CORPS [SIGNALS])

INVITATION OF BIDS FOR PROCUREMENT OF OTDRs AND BER MEASURING INSTRUMENT
FOR MAINT OF BULK MEDIA IN 3 CORPS ZONE OUT OF TELE ADM GRANT FOR
THE FY 2015-16

REQUEST FOR PROPOSAL (RFP) NO PC-56724/Sigs-2/OTDR & BER/2MDSR/14-15/19
DATED 21 MARCH 2015

1. Bids in sealed cover are invited for supply of items listed in Part III of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.
2. The address and contact numbers for sending bids or seeking clarifications regarding this RFP are given below -
- | | | | |
|-----|--|---|---|
| (a) | Bids/queries to be addressed to | : | HQ 3 Corps (Signals) |
| (b) | Postal address for sending the Bids | : | Headquarters
3 Corps (Signals)
PIN - 908503
C/o 99 APO |
| (c) | Name/designation of the contact personnel | : | Undersigned |
| (d) | Telephone numbers of the contact personnel | : | 03862 - 249045 |
| (e) | Fax number | : | 03862 - 249045 |
3. This RFP is divided into five Parts as follows:-
- (a) Part I – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
 - (b) Part II – Contains essential details of the items/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and consignee details.
 - (c) Part III – Contains Standard Conditions of RFP, which will form part of the contract with the successful Bidder.
 - (d) Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - (e) Part V – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.

5. Your tender should be submitted in duplicate along with a Tender Fee of Rs 100/- (Rupees One Hundred only) in the form of crossed account payee Demand Draft drawn on a nationalised bank in favour of **Chief Signal Officer, Headquarters 3 Corps payable at SBI, Rangapahar Army Cantt.**



Yours faithfully,

A handwritten signature in black ink, appearing to be "Rajesh Mishra".

(Rajesh Mishra)
Lieutenant Colonel
Staff Officer Grade 1 (Comn)
for Chief Signal Officer

Copy to :-

Headquarters Eastern
Command (Signals)
Fort William (Kolkata – 21)

The Controller of Defence Accounts
Udayan Vihar Narangi
Guwahati – 781171

IFA , HQ Eastern Command

2 Mountain Division Signal Regiment
PIN – 917802
C/o 99 APO

- for info pl.

PART I – GENERAL INFORMATION

1. **Last date and time for depositing the Bids.** **17 Apr 2015 at 1700h.** The sealed Bids (both Part-I (Technical) and Part-II (Commercial)) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Time and date for opening of Bids.** **18 Apr 2015 at 1100h** (If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the Buyer).
3. **Manner of depositing the Bids.** The bids will be submitted duly sealed in one packet. This packet will contain two separate sealed envelopes as per following format with relevant information on top of each envelope:-
 - (a) **Part - I (Technical).** Should have the endorsement on the sealed cover as “**Technical bid for Procurement of OTDRs and BER Measuring Instrument for Maint of Bulk Media in 3 Corps Zone out of Tele Adm Grant for the FY 2015-16 vide RFP Number PC-56724/Sigs-2/OTDR & BER/2MDSR/14-15/19 dated 21 Mar 2015 at HQ 3 Corps (Signals)**”. Should contain all the technical details including make/model and manufacturer about the item along with technical literature and as per details given at Para 2 of Part II of RFP. In addition to the above, bidders are also required to furnish compliance to the Special Conditions of the RFP with the Technical Bids.
 - (b) **Part-II (Financial).** Should have the endorsement on the sealed cover as “**Financial Bid for Procurement of OTDRs and BER Measuring Instrument for Maint of Bulk Media in 3 Corps Zone out of Tele Adm Grant for the FY 2014-15 vide RFP Number PC-56724/Sigs-2/OTDR & BER/2MDSR/14-15/19 dated 21 Mar 2015 at HQ 3 Corps (Signals)**”. Should contain the prices quoting item wise both essential and optional items and important spares if recommended.
 - (c) **Address on Quotations and Mode of Delivery.** Both Part-I and Part-II of the bids will be placed in separate cover duly pasted and sealed separately. Name and address of the vendor should be superscribed on the envelope and addressed to “**Chief Signal Officer, Headquarter 3 Corps, PIN - 908503, Care of 99 Army Postal Office**”. In case the quotations are received without seal and not in two parts, they are liable to be rejected. Sealed bids should be either dropped in the Tender Box or sent by registered post at the address given above so as to reach by due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non delivery/non-receipt of bid document. No change in bids will be accepted after receipt in this Headquarters.
4. **Location of the Tender Box.** **Signals Branch, Headquarter 3 Corps, PIN-908503, Care of 99 Army Postal Office.** Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids** **Signals Branch, Headquarter 3 Corps, PIN-908503, Care of 99 Army Postal Office.** The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid System.** Only the Technical Bid would be opened on the time and date mentioned above by the Technical Evaluation Committee (TEC). Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
7. **Forwarding of Bids.** Bids should be forwarded by Bidders under their original memo/ letter pad inter alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account, etc and complete postal, e-mail address and Telephone Numbers of their office.
8. **Clarification regarding contents of the Tender Enquiry.** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of

opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids.** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids.** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids.** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to quote.** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.

13. **Validity of Bids.** The Bids should remain valid till **180 days** from the last date of submission of the Bids.

14. **Earnest Money Deposit.** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs 1,50,000/- (Rupees One Lakhs Fifty Thousand only)** alongwith their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee payable to the **Chief Signal Officer, Headquarter 3 Corps** from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-13 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty five days beyond final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF ITEMS/ SERVICES REQUIRED

1. **Schedule of Requirements.** List of items/services required are as follows:-

Ser No	Nomenclature	A/U	Qty	Remarks
1	OTDR	Nos	06	
2	Splicing Machine	Nos	05	
3	BER Tester	Nos	04	
4.	Optical Attenuator	Nos	04	
5.	Optical Power Meter	Nos	04	
6.	Optical Talk Set	Nos	03	
7.	Bty for Splicing Machine	Nos	10	

2. **Technical Details:-** Technical details with technical parameters with specification for the project is as under. Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specifications, if any in unambiguous terms :-

Ser No	Items	Qualitative Requirement and Specification of item offered	Make & Model	Compliance to RFP specifications Yes/No	Deviation if any
(a)	<u>OTDR.</u>				
	Wavelength	1310nm ± 20nm 1550nm ± 20nm			
	Dynamic Range	45 dB			
	Event dead zone (M)	0.8			
	Attenuation dead	4.5/5 zone (m)			
	Dynamic Range (Km)	1.25, 2.5, 5, 10, 20, 40, 80, 160 & 260			
	Pulse width (us)	5, 10, 30, 100, 275, 1000, 2500, 10 000, 20 000			
	Linearity (dB/dB)	± 0.03			
	Loss threshold (dB)	0.01			
	Loss resolution (dB)	0.001			
	Sampling resolution	0.04 to 5 (m)			
	Sampling points	up to 256 000			
	Distance uncertainty	± (0.75 + 0.0025 % x distance + sampling resolution)			
	Measurement time	User-defined (60 min maximum)			
	Typical real-	3 time refresh (Hz)			
	Stable source output	power ^p (dBm)-4.5 (METRO), 1 (LH)			
	Visual fault locator (optional)	laser, 650 nm ± 10 nm CW, typical Pout in 62.5/125 µm : 3 dBm (2 mW)			
	Display	Touch screen, color, 640 x 480 TFT 163 mm (6.4 in)			
	Processing & Reporting	USB data transfer, faster gathering to 5 sec			
	Interface	USB A main, USB B remote, RJ-45 LAN 10/100 Mbit/s			
		Compact Flash			
		Fiber inspection probe connector port (must)			
	Processing & Reporting	USB data transfer, faster gathering to 5 sec			
	Interface	USB A main, USB B remote, RJ-45 LAN 10/100 Mbit/s			
		Compact Flash			

Ser No	Items	Qualitative Requirement and Specification of item offered	Make & Model	Compliance to RFP specifications Yes/No	Deviation if any
		Fiber inspection probe connector port (must)			
	Storage	Internal (Flash) , USB sticks 1 GB			
	Batteries	Rechargeable Li-ion			
		8 hrs operation			
	Power	AC/Dc adapter, input 100-240 VAC 50-60 Hz, 24VDC			
	Temprature	Operation -5 to 50 deg C , Storage -40 to 70 deg C			
	Size (HxWxD)	322 mm x 197 mm x 109 mm			
	Light Weight	3 Kg			
	Warranty	3 Years			
	<u>Horizontal Axis</u>				
	Shift	0 to max distance range.			
	Resolution	Sampling resolution should be : 50 cm/min.			
	Sample data count	Should be 20,000 points.			
	Distance accuracy	$\pm 1m \pm$ sampling resolution $\pm 1.10 \times$ distance (excluding group index uncertainties)			
	Group refractive index setting	Should be 1,00,000 to 1,99,999, in 0.00001 steps			
	full Scale Distance Range`	25m, 50m, 125m, 250m, 500m, 1 Km, 1.25Km, 2Km, 2.5Km, 5Km, 10Km, 20Km, 40Km, 80Km, 160Km, 240Km.			
	<u>Vertical Axis</u>				
	Distance Measurement	Should display the relative one-way distance between any two given points, in two ranges on the waveform, in eight digits.			
	Scale	Shoule be 0.2 Db/div, 0.5 Db/Div, 1Db/div, 2Db/div, 5Db/div,and 7.5 Db/div.			
	Shift	Should be 0 to 68 Db			
	Read Resolution	Should be Max 0.001 Db.			
	Loss measurement	Should display one-way losses in steps of 0.001 Db to a maximum of 5 digits. Should display the relative one-way loss, loss per unit length, and splice loss between any two given points in two ranges on the waveform.			
	Display	Should be 7.2 inch color LCD (640 x 480 dots).			
	Automatic measurement function	Should have automatic measurement function with single-button operation in 10 Seconds.			
	Return-loss measurement function	Should have return loss measurement function inside. (Return loss: calculated as the difference between the backscattered and reflected light levels).			
	<u>Memory</u>				
	Floppy Disk (3.5 inch, 2HD)	Should have store up to 999 screens (screen mode) and measurement conditions.			
	Others	Should have PCMCIA hard disk card, IC memory card.			
	<u>Interface</u>				
	Serial	Should be 9-pin D-sub.			
	Keyboard/mouse	Should be 6-pin DIN (Type PS/2)			
	PCMCIA Card slot	Should have PCMCIA type II x 2 or type III x 1 for memory, or hard-disk cards.			
	<u>Power Requirement</u>				
	Battery	Should have 8 hrs backup under normal working condition, recharge time should			

Ser No	Items	Qualitative Requirement and Specification of item offered	Make & Model	Compliance to RFP specifications Yes/No	Deviation if any
		be 4 hrs.			
	AC adapter	Should support AC 100 to 240V, 50/60 Hz.			
	External Power supply	Should operate on 12V $\pm$ 10% (For operation of unit only; not available for battery charging).			
	<u>Environmental Conditions</u>				
	Temperature	Operating temp, should be : 0 to $\pm$ 50° C (For floppy disk drive 5 to 40° C/during charging 5 to 35° C) Storage temp, should be : -20 to + 60° C			
	Relative humidity	Should be 85% RH or less (no condensation)			
	<u>Printer</u>	Built in high quality graphical thermal printer. Should have the capability to connect external printer also.			
	<u>Thermal Printer Unit Dimension</u>				
	Should be Approx, 250W x 150(H) x 70 (D) mm.				
	Sub Units Should have the following sub units :-				
	Sensor Unit	To enable you to check total loss by receiving light from the stabilized light source of the optical unit.			
	VLS unit	To enable you to detect a near end fault or compare conductors.			
	GP-IB Unit	To enable you to implement GP-IB control.			
	Centronics Unit	To provide a parallel interface conformed to Centronics to connect to printer.			
	<u>Key Features</u>				
	Should have screen updates a minimum of two times per second in preview mode.				
	Three wavelength unit should correspond to 1.625 μ m.				
	In stabilized light-source mode, the instrument should be capable of being used as a light source.				
	Should support PCMCIA hard disk card and IC memory card to make up for any shortfall in the storage capacity of the floppy disk for measurement waveforms.				
	Post sales support	Supplier must have ISO 9002 certified repair & calibration centre in India.			
(b)	<u>Splicing Machine.</u>				
	<u>(i) Applicable Fiber.</u>				
	(aa) Material	Silica Glass			
	(ab) Fiber Type	SMF ,MMF ,DSF,NZ-DSF & others			
	(ac) Fiber Diameter	80- 150 μ m			
	(ad) Coating Diameter	0.25 ~ 0.9mm			
	(ae) Cleave Length	8-16 mm (Φ 0.25 mm), 16mm (except Φ 0.25mm)			
	<u>(ii) Standard Performance.</u>				
	(aa) Splice loss (Typical)	SMF-0.02dB MMF- 0.01dB DSF- 0.05dB			
	(ab) Splice Cycle Time	Approx 9 sec			
	(ac) Return Loss (Typical)	More than 80dB			
	(ad) Splice program	48(max)			
	(ae) Heating	20(max)			
	(af) Alignment Method	Core/Cladding /Intentional Axis Shift /Attenuation Control			
	(ag) Splice Data Storage	10000 Splices			
	(ah) Splice Data	18 characters			

Ser No	Items	Qualitative Requirement and Specification of item offered	Make & Model	Compliance to RFP specifications Yes/No	Deviation if any
	Description				
	(aj) Tension Test	1.96N (200gf)			
	(ak) Splice Loss Estimation	HDCM (High Resolution Direct Core Monitoring) System			
	(al) Fiber Magnification	290X or more			
	(am) Simultaneous Dual Image display				
	(an) Pre-Splice Fiber Image Stored for review				
	(ao) Startup Self Inspection				
	(ap) Automatic arc test				
	(aq) V Groove Illumination				
	(ar) APDS				
	(as) Built in dual high speed heater (it is mandatory requirement).				
	(at) Monitor Display	5.6 inch large TGT Colour monitor			
	(au) Operating temperature	-10 -50° C			
	(av) Operating humidity	Up to 95% RH (Non Condensing)			
	(aw) Storage Temp	- 40-70° C			
	(ax) Wind Protection	Up to 15 m/s			
	(ay) AC power supply unit	100-240V 50/60 Hz			
	(az) DC Battery Pack (Option)	10.5-14 V approx 40 splice cycles			
	(ba) AC Adopter & Charger	10.5-14V			
	(bb) Warranty	3 Years			
	(bc) Lamp	V-Groove illumination lamp			
	(bd) Power Supply	AC supply 100 to 240 V, 50 to 60 Hz DC10-16.5V with LED indicator.			
	(be) Consumption	Maximum 70 Watts, typically 27 Watts & in sleep mode 20 Watts.			
	(bf) Operating Environment	(i) Operating Temperature : -10 to + 50° C (14 to 122° F)			
		(ii) Humidity : 90% at 38° C (100° F)			
		(iii) Altitude : 3.658m/12,000ft (48 mm Hg)			
		(iv) Storage Temperature : -40 to + 60° C (-40 to 140° F)			
	(bg) Functions	(i) Should be remotely controllable through PC.			
		(ii) Should have auto sleep mode			
		(iii) Should have 32 splice program with one auto splice mode.			
		(iv) Display information : operating message; ARC counter, clock, heater status, estimation loss, finder image X and Y view.			
	(bh) Language Capacity	Should have a capacity to store 9 languages.			
	(bj) Key Features	(i) Should have simultaneous viewing of X and Y axis with automatic magnification control.			
		(ii) Should have advanced ARC power control with environmental censoring at splice point.			
		(iii) Should have Die cast metal top including internal AC power unit and integrated color monitor.			
		(iv) Should have Windshield integrated Fiber Clamp, Just load fiber option with close windshield and start option.			

Ser No	Items	Qualitative Requirement and Specification of item offered	Make & Model	Compliance to RFP specifications Yes/No	Deviation if any
		(v) Should have built-in-cooling fan.			
		(vi) Should have mechanical pre tension fiber clamp.			
	(bk) Post Sales support	Supplier must have ISO 9002 certified repair & calibration centre in India.			
(c)	<u>BER Tester</u>				
	(i) It should be light and handheld (i.e. not more than 30 cm x 20 cm 10 cm in dimensions).				
	(ii) It should have a user friendly GUI on a coloured LCD display				
	(iii) It should support live monitoring of 2 Mbps links using either G. 703 unframed or G.704 framed HDB3/AMI signal.				
	(iv) It should support drop and insert BER tests. It should have ability to inject errors in pattern, framing and alarm bits thereby allowing the user to examine error response.				
	(v) It should have capability to demodulate individual E1 channels and analyse them. It should have built in PCM CODEC and speaker. It should have capability to generate and insert test tones in individual channels.				
	(vi) It should have user selectable test pattern, QRSS, PRBS and patterns that conform to ITU-T 0.151, 0.152, 0.153.				
	(vii) It should have the following built in interfaces:- (aa) 02 x 2 Mbps balanced 120 ohm four- wire termination. (ab) 02 x 2 Mbps unbalanced 75 -ohm BNC termination. (ac) 01 xV.35 /V.24/RS 232 C interface (ad) V.36/RS 449 interface. (ae) X.21 interface				
	(viii) It should support pattern slips or clock slips analysis.				
	(ix) It should have capability to generate fixed frequency offset to check the stress placed on a DUT when timing problems exist.				
	(x) It should be able to measure propagation delay on the E1 link with a resolution of 1 microsecond.				
	(xi) It should have the capability to capture pulse produced by E1 equipment and test it against the ITU-T pulse mask conformance template				
	(xii) It should be able to test jitter on working link and display it graphically.				
	(xiii) It should be able to test a DUT with framed or unframed E1 test signal with a user-specified amount of jitter frequency and magnitude.				
	(xiv) It should support Frame				
	(xv) Relay testing. It should able carry out frame relay connection confirmation tests. TCP/IP ping tests, end-to-end frame relay data tests and measurements of Committed Information Rate (CIR). It should be able to function as a Frame.				
	(xvi) It should be able to test a 2 Mbps Multiplexer using existing set of inbuilt interfaces.				
	(xvii) It should be able to take commands from VT 100 Terminal Emulation Software running on a PC using a RS 232 C connector.				
(d)	<u>Optical Attenuator.</u>				
	<u>Display</u>				
	(i) The display shall have of 128 x 64 dots minimum.				
	(ii) A backlight function shall be available to use the units in bright sunlight or dark areas.				
	(iii) It shall be possible to display up to 3 results simultaneously				
	(iv) The display resolution shall be at least 0.01dB/0.001 µW				
	(v) The results shall be displayed in dB and dBr				
	<u>Power Supply</u>				

Ser No	Items	Qualitative Requirement and Specification of item offered	Make & Model	Compliance to RFP specifications Yes/No	Deviation if any
	(i)	The unit shall have several ways of powering.			
	(ii)	The unit shall be powered via a 150V/240V adapter			
	(iii)	The unit shall also be battery operated: the unit shall use standard AA batteries- dry cells or rechargeable.			
	(iv)	In case of rechargeable batteries, internal fast charging function shall be possible via AC-line adapter.			
	(v)	The operating time shall be minimum 300 hours with dry batteries.			
	(vi)	An alternative way to power the unit, in case the standard power supply (batteries and AC-line) is not available, should be possible.			
	(vii)	An automatic shut-off function shall be available to save battery			
	<u>Optical Interfaces</u>				
	(i)	The unit shall have a universal optical adapter system which allows any standard type of connector like FC, LC, SC, ST, DIN...			
	(ii)	The unit shall also allow 1.25 or 2.5 mm universal push pull adapter.			
	<u>Industry standard and compliance</u>				
	Electromagnetic Compatibility; CE-conformance according to EN50081-1/EN50082-1				
	<u>Physical and Environmental Specifications</u>				
	<u>Temperature range:-</u>				
	(i)	Operation, all options: -10°C to +55°C (14°F to 131°F)			
	(ii)	Storage : -40°C to +70°C (-40°F to 158°F)			
	(iii)	The unit shall have no warm up time			
	<u>Instrument Calibration</u>				
	(i)	Minimum calibration interval shall be 3 years.			
	(ii)	Calibration, maintenance, and software support shall be minimum 10 years.			
	<u>Field operation</u>				
	(i)	The unit shall be an easy to use, lightweight, rugged and water resistant handheld instrument for field operations.			
	(ii)	For the optical ports, a robust protection cap against dust and shock shall be included.			
	<u>Measurement Capability</u>				
	(i)	Adjustable wavelengths: 1260 to 1650 nm, in 1 nm steps			
	(ii)	Display range: 2 to 60 dB			
	(iii)	Min. insertion loss: <2.0 dB			
	(iv)	Linearity; ± 0.2dB			
	(v)	Repeatability of attenuation setting:±0.1 dB			
	(vi)	Total attenuation accuracy: ±0.8 dB			
	(vii)	Attenuation setting : continuous over the entire range			
	(viii)	Measuring direction; bidirectional			
	(ix)	Max. permitted input level: +23dBm			
	<u>Parameters</u>				
	(i)	Switchable standard wavelengths -1260 to 1650 nm, in 1 nm steps			
	(ii)	Display range -2 to 60dB			
	(iii)	Min. insertion loss-<2.0 dB			
	(iv)	Linearity- ±0.2dB			
	(v)	Repeatability of attenuation setting- ±0.1 dB			
	(vi)	Total attenuation accuracy- ±0.8 dB			
	(vii)	Max. permitted input level- +23dBm			
	<u>Function:-</u>				
	(i)	USB interface : Remote control			
	(ii)	Recalibration Period : 3 years			
	(iii)	Power Supply : 3 years			
	(iv)	4- way powering : Dry cells, NiCd, USB and AC-line			
	(v)	Recharge capability : Internal fast charging function (2 hours), via AC- line adapter			
	(vi)	Operating time (typ) : >300h			

Ser No	Items	Qualitative Requirement and Specification of item offered	Make & Model	Compliance to RFP specifications Yes/No	Deviation if any
	(vii) Battery save function: Automatic shut off				
	<u>Dimension and weight</u>				
	(i) Dimension : 95 x 60x195 (3.74x2.36x7.68) approxy.				
	(ii) Weight : 500g (1.1lb) approxy				
	<u>Environmental cond.</u>				
	(i) Operating temperature : -10...+55°C				
	(ii) Storage temperature : -40...+70°C				
	(iii) Electromagnetic : CE-conformance Compatibility acc. to EN 50081-1/EN50082-1				
(e)	<u>Optical Power Meter.</u>				
	Power range(dBm) : 10 to -60				
	Range displayed (dBm) : Down to -65				
	Number of calibrated : 10 wavelengths				
	Power uncertainty : $\pm 5 \% \pm 1 \text{ nW}$				
	Resolution (dB) : 0.016				
	Automatic offset nulling : Required				
	Warmup time9(s) : 0				
	Display units : dB/dBm/W				
	Automatic wavelength recognition required				
	Screen refresh rate (Hz) : 3				
	Tone detection (Hz) : 270, 1 k, 2 k				
	Battery life (hours) (typical) : > 300				
	Temperature operating : -10 °C to 50 °C (14 °F to 122 °F)				
	Storage : -40 °C to 70 °C(-40 °F to 158 °F)				
	Relative humidity : 0 % to 95 % non-condensing				
(f)	<u>Optical Talk Set</u>				
	(i) Emitter Type - Laser				
	(ii) Wavelength -1310nm $\pm$ 25nm				
	(iii) Spectral Width -5nm				
	(iv) Optimum Fiber Type - 9/125 μm				
	(v) Distance Range -128 Kms				
	(vi) Output power (dBm) -5 dBm				
	(vii) Dynamic Range - 45 dB				
	(viii) Stability - $\pm 0.10\text{dB}$				
	(ix) It should have following modes: 2 KHz tone generator 2 KHz tone detector				
	(x) It should have a Handsfree Operation with Multiparty option with rugged water proof casing.				
	(xi) It should have different powering options should have Built-in Rechargeable NiMH battery.				
	(xii) Operating Temperature: -10 °C to 50 ° C				
	(xiii) Storage Temperature: -30 °C to 60 °C				
	(xiv) Relative humidity: 0 % to 95 % non-condensing				
	(xv) Battery Life: 15 hours or more.				
(g)	<u>Bty for Splicing Machine.</u>				
	DC Battery Pack (Option) 10.5-14 V approx 40 splice cycles				

PLEASE NOTE :- ALL DETAILS IN PARAGRAPHS 2 ABOVE ARE MANDATORY. BIDS RECEIVED WITH INCOMPLETE DETAILS WILL BE SUMMARILY REJECTED AND NOT CALLED FOR TPC. RESPONSIBILITY FOR THE SAME WILL REST WITH THE BIDDER.

3. Technical Evaluation:-

(a) Comments must be offered on each QR mentioned above. No QR should be left blank. Make & Model of the equipments must be shown against each.

(b) The above points are not exhaustive. All points considered essential should be listed here. Additional points/facilities available are required to be

highlighted and may also be included

(c) Technical literature will be made available in full.

(d) Vendors will not only endorse remarks like complied against the QR's asked, but will also specify how the same will be achieved by him.

(e) Part-I of the quotations will be evaluated by Tech Evaluation Committee for technical evaluation and evaluation of documents .

(f) The item will be tested and trial evaluated after delivery before final acceptance.

(g) Only those offers shall be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the tender, both technically and commercially.

(h) The commercial bids of only those vendors will be opened whose technical bids are found to be complete in all respects by the TEC and whose item/merchandise offered conform to the specifications as laid out by the purchaser in the GSQR and any such document. The said commercial bids will be evaluated by Tender Purchase Committee which shall be constituted by Headquarters 3 Corps (Signals). Tender purchase committee will recommend the vendor whose offer is commercially acceptable, henceforth referred to as the L1 vendor. The decision of the purchaser will be final in this respect.

(j) The L1 tender shall be considered further for placement of Contract/Supply Order after complete clarifications and price negotiations, if considered necessary, by the competent authority.

(k) The terms and conditions as mentioned in tender enquiry letter referred to above have been carefully read by me/us and are accepted by the company and we will abide by them

Date:

(Authorised Signatory)

Place:

Company Stamp & Signature

4. **Packing Materials.** All packing cases, container, packing and other similar materials shall be supplied free cost by the firm and shall not be returned unless otherwise specifically agreed upon.

5. **User Manual.** User manual (where OEM provides) at the scale of one manual per set will be provided at no additional cost.

6. **Deliveries and Implementation Schedule.** Delivery period for supply of items will commence from the effective date of contract which would include the time for delivery of stores, inspection of stores and preparation of CRV. Please note that Contract can be cancelled unilaterally by the Buyer in case items are not received within the contracted delivery period. Extension of contracted delivery period will be at the **sole discretion of the Buyer, with applicability of LD clause.** The contract shall come into effect from the date of acknowledgement of receipt of Supply Order or the eighth day of issue of Supply Order, whichever is earlier. This date will be treated as effective date of the contract. The time frame for delivery of the stores and equipment is given below:-

(a) Delivery of stores within **60 (Sixty)** days at **Dinjan.**

(b) Execution of work/ Installation within **30 (Thirty)** days after complete delivery of stores.

(b) Acceptance testing within **30 (Thirty)** days after successful delivery of stores at **Dinjan.**

(c) The firm should commence the supply immediately after receipt of Supply Order and it should be completed within **60 (sixty)** days from the date of issue of Supply Order. In case the firm anticipates delay in supply due to any unforeseen reason(s), the

firm within 10 (ten) days will bring it to the notice of purchaser who after ascertaining the reason(s) as valid and beyond firm's control may give extension of time.

(d) However, purchaser reserves the right to recover from the firm liquidated damages and not by way of penalty, a sum of 0.5% of the price of any stores, for delay of every week or part thereof, subject to a maximum of 10% of undelivered goods/services, which the firm has failed to deliver within the stipulated period.

(e) In case the firm further fails to deliver the stores within stipulated period, the supply order may be cancelled and acceptance of late supplies refused, at the sole risk and cost of the supplier. The decision of the purchaser to purchase the material at the risk and cost of the supplier shall be final and binding.

7. **Consignee Details.**

**Commanding Officer
2 Mountain Division Signal Regiment
PIN-917802 (Army)
c/o 99 APO
Tehsil – Dinjan
District – Tinsukia
State – Assam
PIN – 786189 (Civil)**

8. **Inspection.**

(a) 100% stores will be subject to physical inspection by a Board of Offrs detailed by the purchaser to ascertain that they conform to the samples/ specifications as laid down in the supply order. Authorized Representative of the firms will be present during inspection. In case the stores are not found to be conforming to the laid down samples/specifications, the authorized representative of the firm will be intimated by the checking Board of officers *in situ* with a copy of such intimation to Chairman TPC. The defective stores will be removed and replaced by the stores of correct specifications by the supplier at his own expense within a period of 15 days of inspection. In case of any dispute, decision of the purchaser will be final and binding.

(b) The firm would be required to provide the Standard Acceptance Test Procedure (ATP), which the Board of Officers would have the right to modify.

(c) The item should be of latest manufacture conforming to the current production standard having 100% defined life at the time of delivery.

9. **Acceptance Test.** After successful delivery of the complete stores, the same will be subjected to Acceptance Test Procedure to test individual component and successful integration of components. The acceptance test will be coordinated and supervised by Commanding Officer, 2 Mountain Division Signal Regt. He will issue an Acceptance Test Certificate on successful completion of acceptance testing. **The warranty period of the complete system will commence with effect from the date of issue of Acceptance Test Certificate.**

PART III – STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law.** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract.** The contract shall come into effect from the date of acknowledgement of receipt of Supply Order or the eight day of issue of Supply Order, whichever is earlier. The contract shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and suppliers and performance of the services will commence from the effective date of the contract.
3. **Arbitration.** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The dispute or difference arising between the parties thereto, pertaining to this agreement, will be discussed and sorted out with the **Chief Signal Officer, HQ 3 Corps**, and authorized nominee of vendor. Only exceptional cases which are not resolved after mutual discussion and if mutual disagreement persists, will be referred to the Arbitrator to be nominated by the **Chief Signal Officer, HQ Eastern Command**. The venue of such Arbitration shall be at Signal Branch HQ Eastern Command. The award of the sole Arbitrator will be binding on both parties. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence.** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
5. **Agents / Agency Commission.** The Seller confirms and declares to the Buyer that the Seller is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such

an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. **Access to Books of Accounts.** In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. **Non-disclosure of Contract documents.** Except with the written consent of the Buyer/ Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party. Non-disclosure certificate att to this RFP as per **Appendix 'A'**.

8. **Liquidated Damages.** In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the Buyer may, at his discretion, withhold any payment until the completion of the contract. The BUYER may also deduct from the SELLER as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

9. **Termination of Contract.** The Buyer shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The delivery of the material is delayed for causes not attributable to Force Majeure for more than (2 months) after the scheduled date of delivery.
- (b) The Seller is declared bankrupt or becomes insolvent.
- (c) The delivery of material is delayed due to causes of Force Majeure by more than **6 months** provided Force Majeure clause is included in contract.
- (d) The Buyer has noticed that the Seller has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
- (e) As per decision of the Arbitration Tribunal.

10. **Transfer and Sub-letting.** The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

11. **Patents and other Industrial Property Rights.** The prices slated in the present contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights. The Seller shall indemnify the Buyer against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The Seller shall be responsible for the completion of the supplies including spares, tools, technical literature, laying and training aggregates irrespective of the fact of infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

12. **Taxes and Duties.**

(a) **General.**

- (i) If Bidder desires to ask for excise duty or Sales Tax / VAT extra, the same must be specifically stated. In the absence of any such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.
- (ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entrained after the opening of tenders.
- (iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not

confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes liveable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.

(v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all relief's, exemptions, rebates, concession etc. if any obtained by the Seller.

(b) **Customs Duty.**

(i) For imported stores offered against forward delivery, the Bidder shall quote prices thereof exclusive of customs duty. The Bidder shall specify separately the C.I.F. prices and total amount of customs duty payable. They will also indicate correctly the rate of customs duty applicable along with Indian Customs Tariff Number. Customs duty as actually paid will be reimbursed on production of necessary documents i.e. (i) Triplicate copy of the bill of entry; (ii) Copy of bill of loading; (iii) Copy of foreign principal's invoice. However, if the Bidder imports the stores in question against his own commercial quota Import licences, he will also be required to submit in addition the triplicate copy of bills of entry etc. and a certificate from his Internal Auditor on the bill itself, to the effect that the following items/quantity in the bill of entry related to the stores imported against Defence Buyer contract number..... dated.....

(ii) Subsequent to the reimbursement of customs duty, the Bidder will submit to the concerned Payment Authority a certificate to the effect that he has not obtained any refund of customs duty subsequent to the payment of duty to the Customs authority by him. In addition, he shall also submit to the Paying Authority concerned a certificate immediately after a period of three months from the date of payment of the duty to customs authorities to the effect that he has not applied for refund of the customs duty subsequent to the payment of duty to the customs authorities by him.

(iii) In case the Bidder obtains any refund of customs duty, subsequently to the payment of the same by him to the customs authorities and reimbursement of the customs duty to him by the Payment Authority, he should forthwith furnish the details of the refund obtained and afford full credit of the same to the Buyer.

(c) **Excise Duty.**

(i) Where the excise duty is payable on advalorem basis, the Bidder should submit along with the tender, the relevant form and the Manufacturer's price list showing the actual assessable value of the stores as approved by the Excise authorities.

(ii) Bidders should note that in case any refund of excise duty is granted to them by Excise authorities in respect of Stores supplied under the contract, they will pass on the credit to the Buyer immediately along with a certificate that the credit so passed on relates to the Excise Duty, originally paid for the stores supplied under the contract. In case of their failure to do so, within 10 days of the issue of the excise duty refund orders to them by the Excise Authorities the Buyer would be empowered to deduct a sum equivalent to the amount refunded by the Excise Authorities without any further reference to them from any of their

outstanding bills against the contract or any other pending Government Contract and that no disputes on this account would be raised by them.

(iii) The Seller is also required to furnish to the Paying Authority the following certificates:-

(aa) Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to the Seller during three months immediately preceding the date of the claim covered by the relevant bill.

(ab) Certificate as to whether refunds have been obtained or applied for by them or not in the preceding financial year after the annual Audit of their accounts also indicating details of such refunds/applications if any.

(ac) A certificate along with the final payment bills of the Seller to the effect whether or not they have any pending appeal/protest for refund or partial refund of excise duties already reimbursed to the Seller by the Government pending with the Excise authorities and if so, the nature, the amount involved, and the position of such appeals.

(ad) An undertaking to the effect that in case it is detected by the Government that any refund from Excise Authority was obtained by the Seller after obtaining reimbursement from the Paying Authority, and if the same is not immediately refunded by the Seller to the Paying Authority giving details and particulars of the transactions, Paying Authority will have full authority to recover such amounts from the Seller's outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the Seller.

(ae) Unless otherwise specifically agreed to in terms of the contract, the Buyer shall not be liable for any claim on account of fresh imposition and/or increase of Excise Duty on raw materials and/or components used directly in the manufacture of the contracted stores taking place during the tendency of the contract.

(d) **Sales Tax / VAT.**

(i) If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

(ii) On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the contract.

(e) **Octroi Duty & Local Taxes.**

(i) Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of Town Duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

(ii) In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

PART IV – SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee.** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd, IDBI Bank or HDFC Bank Ltd.) for a sum equal to **10%** of the contract value within **30 days** of receipt of the confirmed order. The bank guarantee will be made in favour of **Chief Signal Officer, Headquarters 3 Corps** and it should be valid up to **60 days** beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request). The Bank Guarantee will be returned to the supplier on successful completion of all his obligations under the contract. In case the execution of the contract is delayed beyond the contract period and the purchaser, with or without LD, grants extension to delivery period, the supplier must get the BG revalidated, if not valid already. The Performance Bank Guarantee/Bank Draft submitted as Earnest Money Deposit will only be returned to the firm on receipt of this Performance Bank Guarantee.

2. **Option Clause.** The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Repeat Order Clause.** The contract will have a Repeat Order Clause, wherein the Buyer can order upto 50% quantity of the items under the present contract within six months from the date of supply/successful completion of this contract, the cost, terms & conditions remaining the same. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of the Buyer to place the Repeat order or not.

4. **Tolerance Clause.** To take care of any change in the requirement during the period starting from issue of RFP till placement of the contract, Buyer reserves the right to 50% plus/minus increase or decrease the quantity of the required goods upto that limit without any change in the terms & conditions and prices quoted by the Seller. While awarding the contract, the quantity ordered can be increased or decreased by the Buyer within this tolerance limit.

5. **Payment Terms.** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e- payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. A copy of the model mandate form prescribed by RBI to be submitted by Bidders for receiving payments through ECS is at Form DPM-11 (Available in MoD website and can be given on request). The payment will be made as per the following terms, on production of the requisite documents:

(a) First 60% of the total cost of the project shall be released after complying with following conditions:-

- (i) Delivery of complete stores.
- (ii) Board proceedings (IAFD-931), confirming inspection and acceptance of stores by Board of Officers.
- (iii) Preparation of CRV.
- (iv) Submission of Performance Bank Guarantee for a sum of 10% of the total cost of the project.
- (v) Receipt of Installation and Acceptance Test Certificate jointly signed by the representatives of Army and Vendor.
- (vi) Submission of photocopy of ECS mandate form and PAN Card
- (vii) Submission of Sales Tax cert for the amount claimed in the commercial bid (If sales tax is claimed in the financial bid)

(b) Balance 40% of the total project cost will be paid after 30 days of acceptance test subject to certification of satisfactory performance of the complete system by OC unit.

(c) Cases where Sales Tax/VAT is charged, the firm will quote his sales Tax/ VAT registration number and endorse the following certificate on the bill.

“Certified that the goods, on which sales tax had been charged, have not been exempted under the Sales Tax Act/CSP or the rules made there under. The charges levied on account of sales tax on the goods supplied are correct under the provisions of the Act or the rules made there under”.

(d) The payment of all taxes/duties (Custom duty, Central Sales Tax, Excise duty, VAT other charges etc) will be paid on receipt of documentary proof.

(e) No Insurance charges will be paid by the Department.

6. **Custom Duty Exemption Certificate.** Custom Duty levied is exempted under current rules and regulations in force for Government and general imports including Defence. **Custom Duty Exemption, if required will be provided by the Army for which requisition will be submitted by the firm after receipt of Supply Order.**

7. **Advance Payments.** No advance payment (s) will be made.

8. **Paying Authority :-**

(a) **CDA, Udayan Vihar, Narangi, Guwahati.** The payment of bills be made on submission of the following documents by the Seller to the Paying Authority alongwith the bill:-

(i) Ink-signed copy of Contractor bill.

(ii) Ink-signed copy of invoice bill.

(iii) Delivery Challan, documents/proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.

(iv) Guarantee / Warranty certificate.

(v) Performance Bank Guarantee.

(vi) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in supply order/contract).

(vii) Submission of sales tax cert (if sales tax is claimed in the financial bid) and photocopy of PAN Card.

9. **Fall clause.** The following fall clause will form part of the contract placed on successful Bidder :-

(a) The price charged for the stores supplied under the contract by the Seller shall in no event exceed the lowest prices at which the Seller sells the stores or offer to sell stores of identical description to any persons/Organisation including the purchaser or any department of the Central government or any Department of state government or any statutory undertaking the central or state government as the case may be during the period till performance of all supply Orders placed during the currency of the rate contract is completed.

(b) If at any time, during the said period the Seller reduces the sale price, sells or offer to sell such stores to any person/organisation including the Buyer or any Deptt, of central Govt. or any Department of the State Government or any Statutory undertaking of the Central or state Government as the case may be at a price lower than the price chargeable under the contract, the shall forthwith notify such reduction or sale or offer of sale to the Director general of Supplies & Disposals and the price payable under the contract for the stores of such reduction of sale or offer of the sale shall stand correspondingly reduced. The above stipulation will, however, not apply to:-

(i) Exports by the Seller.

(ii) Sale of goods as original equipment at price lower than lower than the

prices charged for normal replacement.

(iii) Sale of goods such as drugs which have expiry dates.

(iv) Sale of goods at lower price on or after the date of completion of sale/placement of the order of goods by the authority concerned under the existing or previous Rate Contracts as also under any previous contracts entered into with the Central or State Govt. Depts, including their undertakings excluding joint sector companies and/or private parties and bodies.

(c) The Seller shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – “We certify that there has been no reduction in sale price of the stores of description identical to the stores supplied to the Government under the contract herein and such stores have not been offered/sold by me/us to any person/organisation including the purchaser or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract except for quantity of stores categories under sub-clauses (a),(b) and (c) of sub-para (ii) above details of which are given below -”.

10. **Risk & Expense clause.**

(a) Should the stores or any installment thereof not be delivered within the time or times specified in the contract documents, or if defective delivery is made in respect of the stores or any installment thereof, the Buyer shall after granting the Seller 45 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the stores or any installment thereof not perform in accordance with the specifications / parameters provided by the SELLER during the check proof tests to be done in the BUYER's country, the BUYER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

(c) In case of a material breach that was not remedied within 45 days, the BUYER shall, having given the right of first refusal to the SELLER be at liberty to purchase, manufacture, or procure from any other source as he thinks fit, other stores of the same or similar description to make good:-

(i) Such default.

(ii) In the event of the contract being wholly determined the balance of the stores remaining to be delivered there under.

(d) Any excess of the purchase price, cost of manufacturer, or value of any stores procured from any other supplier as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the SELLER.

11. **Force Majeure clause.**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 06 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

12. **Specification.** The following Specification clause will form part of the contract placed on successful Bidder - The Seller guarantees to meet the specifications as per Part-II of Tender Enquiry and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended after the Maintenance Evaluation Trials. All technical literature and drawings shall be amended as the modifications by the Seller before supply to the Buyer. The Seller, in consultation with the Buyer, may carry out technical upgradation/alterations in the design, drawings and specifications due to change in manufacturing procedures, indigenization or obsolescence. This will, however, not in any way, adversely affect the end specifications of the equipment. Changes in technical details, drawings repair and maintenance techniques alongwith necessary tools as a result of upgradation/alterations will be provided to the Buyer free of cost within 30 days of affecting such upgradation/alterations.

13. **OEM Certificate.** Following will be provided by the bidder failing which the bid will tend to be rejected:-

(a) All bidders who are not OEMs of the equipment they are offering, shall produce ink signed certificates from the respective OEMs, as per format given in **Appendix 'B'** to this RFP, authorizing the bidder to offer their equipment and a commitment to provide maintenance support during the warranty period and during the period of the AMC (if entered into with the bidder by the buyer).

(b) OEM certificate stating that in case the authorized dealer/ distributor fails to repair/ maintenance the equipment during the warranty/ AMC, the responsibility for maintenance of the equipment provided would then be taken over by the OEM.

(c) The complete contact details of the OEM (Name and designation of contact person, postal address, e mail ID and telephone & FAX numbers) will be furnished and the buyer may at his discretion verify the authorization from the OEM, failure of which may result in the bidder being black listed and / or barred from participating for any future tender of this Headquarters.

14. **Quality.** The quality of the stores delivered according to the present Contract shall correspond to the technical conditions and standards valid for the deliveries of the same stores for in Seller's country or specifications enumerated as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to. The Seller confirms that the stores to be supplied under this Contract shall be new i.e. not manufactured before (Year of Contract), and shall incorporate all the latest improvements and modifications thereto and spares of improved and modified equipment are backward integrated and interchangeable with same equipment supplied by the Seller in the past if any. The Seller shall supply an interchangeability certificate along with the changed part numbers wherein it should be mentioned that item would provide as much life as the original item.

15. **Franking clause.** The following Franking clause will form part of the contract placed on successful Bidder :-

(a) **Franking Clause in the case of Acceptance of Goods** "The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract".

(b) **Franking Clause in the case of Rejection of Goods** "The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract".

16. **Warranty.** The items supplied against the contract shall be under a warranty against defective design, material, workmanship, performance for a period of **36 months** from the date

of completion of ATP. The vendor will ensure during the warranty period that all the supplied stores continue to function as per the parameters mentioned in technical specification. During warranty period, maintenance of all stores including replacement and repair/fault rectification shall be undertaken by the vendor, who will be responsible for the maintenance/preventive maintenance of the complete system. Any malfunctioning or defective items shall be replaced by the vendor free of cost at consignee's site as early as possible, under the following conditions:-

- (a) Any failure in the system of a subsystem thereof should be rectified within a maximum period of 48 hours of lodging a complaint including loading the operating software if required.
- (b) If the system is down beyond 48 hours, penalty at the rate of Rs 500/- (Rupees Five Hundred only) per day per system will be charged or recovered out of the Bank Guarantee held towards warranty. In case of any system/subsystem being down for more than seven working days, user has the option to get it repaired from any suitable agency at the risk and cost of vendor.
- (c) Any system failing at subsystem level three times within a period of three months or displaying chronic faulty behaviour or manufacturing defects or quality control problems will be totally replaced by the vendor at his risk and cost within 30 days of being intimated.

17. **Annual Maintenance Contract (AMC)**. The following AMC clause will form part of the contract placed on successful Bidder. The vendor is requested to quote rate of AMC alongwith the price bid in the respective column only :-

- (a) The Seller would provide comprehensive AMC for a period of **Seven** years. The AMC services should cover the repair and maintenance of all the equipment and system purchased under the present Contract. The equipment which is not covered under the purview of the AMC should be separately listed by the Seller. The AMC services would be provided in two distinct ways :-

- (i) **Preventive Maintenance Service.** The Seller will provide a minimum of four Preventive Maintenance Service visits during a year to the operating base to carry out functional checkups and minor adjustments/tuning as may be required.

- (ii) **Breakdown Maintenance Service.** In case of any breakdown of the equipment/system, on receiving a call from the Buyer, the Seller is to provide maintenance service to make the equipment/system serviceable.

- (b) **Response Time.** The response time of the Seller should not exceed **24** hours from the time the breakdown intimation is provided by the Buyer.

- (c) Serviceability of **99%** per year is to be ensured. This amounts to total maximum downtime of **04** days per year. Also unserviceability should not exceed **02** days at one time. Required spares to attain this serviceability may be stored at site by the Seller at his own cost. Total down time would be calculated at the end of the year. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

- (d) Maximum repair turnaround time for equipment/system would be **02** days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

- (e) **Technical Documentation.** All necessary changes in the documentation (Technical and Operators manual) for changes carried out on hardware and software of the equipment will be provided.

- (f) During the AMC period, the Seller shall carry out all necessary servicing/repairs to the equipment/system under AMC at the current location of the equipment/system. Prior permission of the Buyer would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the Seller will give suitable bank guarantee to the Buyer to cover the estimated current value of item being taken.

- (g) The Buyer reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of **01** months. The Seller will not be

entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Seller for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

(h) Bank Guarantee of 10% of the AMC value will be provided for the duration of AMC period.

(j) Payment of AMC will be made half yearly on the production of Satisfactory Performance Certificate.

18. **Special Conditions.** Registered bidders (DGS&D, DGQA, NSIC, OFB or any other central registration authority) must enclose a duly authenticated copy of proof of registration. It is mandatory for Unregistered bidders to fulfill the following special conditions for their Tender to be considered :-

(a) The following documents duly authenticated will be submitted along with your technical bid :-

(i) Trade License/manufacturing license

(ii) Permanent Sale Tax regn No.

(iii) Sale Tax clearance certificate indicating the amount of sales tax paid in last three Financial Years.

(iv) Technical Brochure from the OEM.

(v) Copy of PAN.

(vi) IT Clearance Certificate duly certified by your chartered accountant.

(b) Proof of execution of at-least one Institutional supply order of equivalent or higher quantity or 2 supply orders of 50% of quantity within last 2 years, preferably with Army/defence/other Govt. purchaser, if held.

(c) Proof of ISO certification if held.

19. **Important Notes for Vendors**

(a) Vendors will submit their technical and commercial bids in the original tender document in **quadruplicate**. The **original copy** should be attached and the remaining three can be **photocopies but signed and stamped in ink**. If the **original** tender enquiry along with its Appendices is not forwarded then the submitted tender would be rejected.

(b) **Make, model and version (latest)** will be **specified for all items**. Complete technical specifications and literature for hardware, software and networking will be attached with the Technical Bid. Networking detail will include implementation and networking management details.

(c) Mentioning words like **Equivalent, Similar** will render the **bid technically invalid** due to ambiguity associated with these words. If offered make, model and version of associated equipment not available in the market at the time of supply for reasons beyond the control of the bidder, a higher version of the equipment will be supplied to the satisfaction of the buyer.

(d) Mere mentioning "Complied" is not acceptable. The Vendor should clearly spell out how the feature is achieved with the support of Original literature. The vendor will also mention the nomenclature of the card, unit, subunit and the OEM and the System Integrator implementing the Project.

(e) The overall responsibility for implementation of the project, and to make it functional in all respects lies with the vendor. Any additional stores required for this, and not mentioned in the Tender Enquiry will be explicitly mentioned by him in both Technical bid and Commercial bid. The type and quantity of additional equipment/stores will be informed to the Buyer in the letter head of his firm separately along with the Tender Enquiry.

(f) This Tender Enquiry is being issued with no financial commitment and Buyer reserves the right to change or modify any part thereof at any stage. Buyer also reserves the right to withdraw the Tender Enquiry should it be so necessary at any stage.

PART V – EVALUATION CRITERIA & PRICE BID ISSUES

1. **Evaluation Criteria.** The broad guidelines for evaluation of Bids will be as follows:-

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Bidders are required to spell out the rates of Customs duty, Excise duty, VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of Customs duty / Excise Duty / VAT is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes livable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(d) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(e) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer.

2. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given below. All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the Buyer (Excluding AMC cost) would be the deciding factor for ranking of Bids :-

Ser No	Description	A/U	Qty	Unit Price	Total
(a)	OTDR	Nos	06		
(b)	Splicing Machine	Nos	05		
(c)	BER Tester	Nos	04		
(d)	Optical Attenuator	Nos	04		
(e)	Optical Power Meter	Nos	04		
(f)	Optical Talk Set	Nos	03		
(g)	Bty for Splicing Machine	Nos	10		
(h)	Total Cost of Basic Equipments				
(j)	Installation/Commissioning Charges				
(k)	Service Tax (if any)				
(l)	Freight Charges (if any)				
(m)	Sales Tax (if any)				
(n)	VAT (if any)				
(o)	Other Taxes (if any)				
(p)	Total Project cost including all taxes less custom duty				
(q)	Amount of Custom Duty payable (if any)				
(r)	Total project cost including all taxes and custom duty				
(s)	Rate of AMC offered per year with amount (Items not covered under AMC (If any) will be categorically mentioned by the Bidder)				

Note:-

1. Unit price should be excluding all Government duties. Duties/Taxes etc should be specified separately giving the current rate as applicable
2. Installation/Commissioning charges should be mentioned separately. It cannot be clubbed together with Basic Cost of equipments.
3. Please ensure that no row should be left blank nor indicated by dash to be spelt out as (NIL/NA/NO).

(Signature of Tenderer)

Date

PLEASE SPECIFY THE FOLLOWING

(ALL COLUMNS ARE TO BE FILLED OTHERWISE THE OFFER IS LIABLE TO BE REJECTED)

1.	Discount, if offered (Answer in YES/NO)	
2.	Indicate the amount of discount	
3.	Is Excise Duty is extra? (Answer in YES/NO)	
4.	If Excise Duty is extra, indicate the extent/current rate of Excise duty leviable for item.	
5.	Surcharges on Excise duty	
6.	Is Sales Tax is extra? (Answer in YES/NO)	
7.	If Sales Tax is extra, indicate the rate against the Concessional Form	
8.	Is Customs Duty Exemption Certificate (CDE) required? (Answer in YES/NO) If CDE is required indicate and enclose the notification under which CDE can be issued.	
9.	If CDE is required indicate CIF value of stores to be imported.	
10.	If CDE is required indicate the Customs Duty payable.	
11.	Is your company exempted from payment of Sales Tax and Excise Duty? (Answer in Yes/No)	
12.	Any other duty/levy	
13.	Details of EMD	
14.	Acceptance of Performance Bank Guarantee on confirmation of order	
Note: the tenderers are required to spell out the rates of Customs duty, Excise duty, sales tax, in unambiguous terms, otherwise their offers will be loaded with the maximum rates of duties and taxes for the duties and taxes for the purpose of comparison of prices.		

.....
(Signature of Tenderer)

Dated.....

NON-DISCLOSURE CERTIFICATE

It is certified that the company or any representative of the company or agents authorized by the company will not disclose any information gained by them or their representative or agents while executing the project **“Procurement of OTDRs and BER Measuring Instrument for Maint of Bulk Media in 3 Corps Zone out of Tele Adm Grant for the FY 2015-16”** or any documents prepared in connection with the project or any documents received by them or any provision, specification, plan, design, pattern, sample or information thereof to study carried out by them directly or indirectly to any person or company or institution or Press. Any violation therein may be considered as a violation of Indian Official Secret Act 1923.

Date :	(Authorized Signatory)
Place :	(OEM Stamp & Signature)

OEM CERTIFICATE

We M/s _____ (OEM) is hereby authorize M/s _____
(Vendor) to bid in “**Procurement of OTDRs and BER Measuring Instrument for Maint of Bulk Media in 3 Corps Zone out of Tele Adm Grant for the FY 2015-16**”. We certify that
an agreement between M/s _____ (OEM) and M/s _____
(Vendor) is in place (Copy enclosed). We M/s _____ (OEM) hereby state that we
will provide maintenance and repair cover for the project “**Procurement of OTDRs and BER Measuring Instrument for Maint of Bulk Media in 3 Corps Zone out of Tele Adm Grant for the FY 2015-16**” for a duration of three years (warranty period) and thereafter for seven years
(AMC period).

Date : _____ (Authorized Signatory)
Place : _____ (Company Stamp & Signature)